



# AT&T Wireless Services

E911 Phase 1 Requests - GSM Markets

Projected				
State	Requesting Entity Name	Request Received	Integration Date	Reason for Delay/Status
AR	Little River, County of	8/9/02	Apr-03	AWS:Deployment Underway
AZ	U.S.A.	10/3/02	Apr-03	AWS:Deployment Underway
AZ	State of Arizona, Dept. of Administration	10/3/02	Mar-03	AWS:Deployment Underway
CA	DGS - Arcadia, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Azusa, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Beverly Hills, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Burbank, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Covina, City of	11/4/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Downey, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Glendale, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Glendora, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Long Beach, City of	11/1/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Los Angeles, County of	4/6/01	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Montebello, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - San Gabriel, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Torrance, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Vernon, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
CA	DGS - Whittier, City of	10/11/02	Mar-03	Statewide Deployment/Coordinated Requests
FL	DeSoto County	9/9/02	Feb-03	AWS:Deployment Underway
FL	Hillsborough County	10/2/00	Feb-03	PSAP: Administrative Delays
FL	Orange County E9-1-1 System	10/5/99	Feb-03	AWS:Deployment Underway
FL	Polk County	7/1/02	Mar-03	AWS:Trunk design issues/tech limits
IL	Bellwood, Village of, ETSB	4/3/01	Apr-03	AWS:Deployment Underway
IL	Hillside ETSB	1/29/03	Jul-03	AWS:Deployment Underway
IL	Hometown, City of, ETSB	11/16/00	Jun-03	AWS:Deployment Underway
IL	Madison County ETSB	9/20/00	Feb-03	AWS:Deployment Underway
IL	McLean County ETSB	8/19/02	Jul-03	AWS:Deployment Underway
IL	Washington County ETSB	7/22/02	Jun-03	AWS:Deployment Underway
IN	Clay County Indiana E911 Office	2/14/01	Aug-03	LEC Issues
IN	Crawford County Central Dispatch	6/4/02	Jul-03	AWS:Deployment Underway
IN	Decatur County Sheriff's Department	2/2/01	Jul-03	LEC Issues
IN	Hamilton County Sheriff's Department	2/19/99	Feb-03	AWS:Deployment Underway
IN	Jackson County	5/15/98	Jul-03	LEC Issues
IN	Jasper County Sheriff's Office	6/5/02	Apr-03	AWS:Deployment Underway
IN	Lake County Sheriff's Department	3/30/99	Apr-03	PSAP: Administrative Delays
IN	LaPorte County 911 Regional Dispatch Center	9/29/00	Mar-03	AWS:Deployment Underway
IN	Marshall County Sheriff	10/11/02	Jun-03	AWS:Deployment Underway
IN	Porter County	10/5/01	Jun-03	AWS:Deployment Underway

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IN	Putnam County 911	12/11/01	Jul-03	LEC Issues
IN	Tippecanoe County	3/28/02	Aug-03	AWS:Deployment Underway
IN	Vigo County E911	9/2/01	Apr-03	LEC Issues
IN	Wayne County Emergency Communications Department	2/20/02	Apr-03	LEC Issues
IN	White County Communications Center	6/5/02	Mar-03	AWS:Deployment Underway
KS	Mid America Regional Council (MARC)/KS	8/7/01	Feb-03	AWS:Deployment Underway
LA	Ouachita Parish 9-1-1	5/13/02	Mar-03	AWS:Deployment Underway
MD	Harford County	10/3/02	Apr-03	AWS:Deployment Underway
MI	Conference of Western Wayne	9/19/00	Mar-03	AWS:Deployment Underway
MI	Detroit, City of Police Department	3/22/01	Feb-03	AWS:Deployment Underway
MN	MN State Dept. of Admin.	6/21/00	Apr-03	AWS Deployment Partially Complete
MO	Christian County	12/12/00	Mar-03	AWS:Trunk design issues/tech limits
MO	Greene County 911	9/17/01	Mar-03	AWS:Trunk design issues/tech limits
MO	Jasper County Emergency Services	11/9/00	Feb-03	PSAP: Administrative Delays
MO	Mid-America Regional Council (MARC)/MO	8/7/01	Feb-03	AWS:Trunk design issues/tech limits
MO	Newton County Central Dispatch Center	11/9/00	Feb-03	AWS:Trunk design issues/tech limits
MO	Nixa Police Department	11/15/00	Feb-03	AWS:Deployment Underway
MO	Saint Louis County	12/13/00	Jan-03	PSAP: Administrative Delays
MO	Warren County	7/26/01	Jan-03	AWS:Deployment Underway
NC	Durham, City of Department of Emergency Communications	12/17/01	Feb-03	AWS:Deployment Underway
NC	Lincoln County Communications Center	11/9/00	Apr-03	AWS:Deployment Underway
NC	Rockingham County Emergency Services	9/22/00	Apr-03	AWS:Deployment Underway
NE	Cass County Sheriffs Office	6/1/01	Apr-03	AWS:Deployment Underway
NE	Lincoln, City of	6/25/01	Apr-03	LEC Issues
NJ	Office of Information Technology, State of New Jersey	7/9/97	Jul-03	PSAP: Administrative Delays
NV	Washoe County 911 Emergency Response Committee	11/11/99	Apr-03	AWS:Deployment Underway
NY	Rochester, City of	1/27/03	Jul-03	AWS:Deployment Underway
NY	Suffolk County Police Department	3/9/01	Mar-03	PSAP: Administrative Delays
OH	Delaware County Emergency Services	7/30/01	May-03	AWS:Deployment Underway
PA	Lancaster County-Wide Communications	12/26/01	Mar-03	AWS:Deployment Underway
PA	Pike County Communications Center	5/6/02	Mar-03	AWS:Deployment Underway
SC	Lancaster County Sheriff's Office	8/9/99	Apr-03	AWS:Deployment Underway
SC	York County	10/11/01	Feb-03	AWS:Deployment Underway
TX	CSEC - North Central Texas COG	10/13/99	Mar-03	AWS Deployment Partially Complete
TX	El Paso County 911 District	1/2/01	Jan-03	PSAP: Administrative Delays
TX	Farmers Branch, City of	1/15/01	Jan-03	PSAP: Administrative Delays
TX	Highland Park, Town of	7/16/02	Feb-03	AWS:Deployment Underway
TX	Plano, City of	9/9/02	Mar-03	AWS:Trunk design issues/tech limits
TX	Tarrant County 911 District	3/17/00	Feb-03	PSAP: Administrative Delays
VA	Warrenton-Fauquier Joint Communications Center	7/13/01	Jan-03	AWS:Deployment Underway

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## E911 Phase 1 Requests - GSM Markets

WA	Island County Communications	11/1/97	Feb-03	AWS:Deployment Underway
WA	Jefferson County Sheriff's Department	3/30/00	Mar-03	AWS:Deployment Underway
WA	Lincoln County Sheriff's Department	5/1/00	May-03	AWS:Deployment Underway
WA	Multi Agency Communications Center - Grant County	5/29/02	Mar-03	AWS:Deployment Underway
WA	Pacific County Sheriff's Office	2/25/00	May-03	AWS:Deployment Underway
WA	Pierce County E 9-1-1 Program	6/23/00	Apr-03	AWS:Deployment Underway
WA	San Juan County Commissioners	5/5/00	Feb-03	AWS:Deployment Underway
WA	Skagit 9-1-1 Combined Communications Center	2/29/00	Mar-03	AWS:Deployment Underway
WA	Skamania County Sheriff's Department	12/18/00	Mar-03	AWS:Deployment Underway
WA	Spokane County Emergency Communication System	5/1/00	May-03	AWS:Deployment Underway

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E911 Phase II Requests - GSM Markets

State	Requesting Entity	Request Received	Projected Deployment Date	Status
CA	California, State of, Department of General Services	8/7/01	Jun-03	LEC/Pac Bell-AWS:Normal Deployment
CA	San Francisco, City & County of	4/6/01	Jun-03	LEC/Pac Bell-AWS:Normal Deployment
CO	Arapahoe	11/19/01	Aug-03	AWS:Normal Deployment
CO	Boulder	6/26/01	Aug-03	AWS:Normal Deployment
CO	Denver - City & County	6/21/01	Aug-03	AWS:Normal Deployment
CO	Eagle County ETSB	2/15/02	Aug-03	AWS:Normal Deployment
CO	El Paso-Tell	4/12/01	Aug-03	AWS:Normal Deployment
CO	Larimer	5/15/01	Aug-03	AWS:Normal Deployment
CO	Summit County Communications Center	4/3/02	Aug-03	AWS:Normal Deployment
CT	Connecticut, State of	7/26/01	Jul-03	LEC/SNET-Normal Deployment
FL	Brevard County	10/19/01	Jul-03	AWS:Normal Deployment
FL	Lee County Division of Public Safety	11/12/01	Mar-03	AWS:Normal Deployment
FL	Marion	6/22/01	Jul-03	AWS:Normal Deployment
FL	Metro-Dade Police Department	3/22/02	Jan-03	AWS:Normal Deployment
FL	Monroe County (WON)	2/28/02	Jul-03	AWS:Normal Deployment
FL	Nassau County Sheriff Department	4/12/01	Jul-03	AWS:Normal Deployment
FL	Orange	1/22/01	Jul-03	AWS:Normal Deployment
FL	Palm Beach	4/13/01	Jul-03	AWS:Normal Deployment
FL	Sumter Co. 9-1-1	1/29/02	Jul-03	AWS:Normal Deployment
FL	Volusia	6/27/01	Jul-03	AWS:Normal Deployment
GA	Cherokee County 911	5/17/02	Dec-03	AWS:Normal Deployment
GA	Conyers, City of Police Department	7/27/01	Jul-03	AWS:Normal Deployment
GA	Riverdale, City of	7/6/91	Sep-03	AWS:Normal Deployment
GA	Rockdale County	4/11/01	Dec-03	AWS:Normal Deployment
IL	Barrington Hills, Village of	8/4/31	Jul-03	AWS:Normal Deployment
IL	Cook County ETSB	2/28/02	May-03	AWS:Normal Deployment
IL	Deerfield Police Department	12/18/01	Jul-03	AWS:Normal Deployment
IL	Evanston, City of 9-1-1 Center	2/11/02	Jul-03	AWS:Normal Deployment
IL	Hillside ETSB	1/29/2003	Jul-03	AWS:Normal Deployment
IL	Mundelein, Village of	11/7/00	Jul-03	AWS:Normal Deployment
IL	Northbrook ETSB	2/6/02	Jul-03	AWS:Normal Deployment
IL	Northfield, Village of ETSB	6/7/02	Jul-03	AWS:Normal Deployment
IL	Orland Joint ETSB	2/21/02	Jun-03	AWS:Normal Deployment
IL	Rosemont Public Safety Department	10/5/01	Jul-03	AWS:Normal Deployment
IL	skokie, village of	12/18/01	Jul-03	AWS:Normal Deployment

AT&T Wireless Services  
E911 Phase II Requests - GSM Markets

State	Requesting Entity	Request Received	Projected Deployment Date	Status
IL	St. Clair County	9/13/00	Jul-03	AWS:Normal Deployment
IL	Vernon Hills, Village of, Police Department	6/19/01	Jul-03	AWS:Normal Deployment
IL	Village of Glenview Emergency	4/18/02	Jul-03	AWS:Normal Deployment
IL	Waukegan ETSB	11/26/01	Jul-03	AWS:Normal Deployment
IN	Bartholomew County	5/5/02	Jul-03	AWS:Normal Deployment
IN	Blackford	8/27/01	Jul-03	AWS:Normal Deployment
IN	Clay County Indiana E911 Office	2/26/02	Jul-03	AWS:Normal Deployment
IN	Howard County - Kokomo Dispatch	11/15/01	Jul-03	AWS:Normal Deployment
IN	Lake County Sheriff's Department	4/26/01	Jul-03	AWS:Normal Deployment
IN	MECA- Marion County Emergency	4/2/02	Jul-03	AWS:Normal Deployment
IN	Monteie	8/29/01	Jul-03	AWS:Normal Deployment
IN	Montgomery	9/13/02	Jul-03	AWS:Normal Deployment
IN	Shelby	12/28/01	Jul-03	AWS:Normal Deployment
IN	Tippacanoe	3/28/02	Jul-03	AWS:Normal Deployment
IN	Vigo County E911	6/3/02	Jul-03	AWS:Normal Deployment
KS	MARC (Mid-America Regional Council)	11/9/01	May-03	AWS:Normal Deployment
MD	Anne Arundel County Central Services	4/13/01	Jun-03	AWS:Normal Deployment
MN	MN State Dept. of Admin.	4/13/01	Aug-03	AWS:Normal Deployment
NO	Christian	10/23/01	Aug-03	AWS:Normal Deployment
NO	Dallas County Sheriff's Department	5/8/02	Aug-03	LTC/SWB-T-Inactive-PSAP rescheduled request
NO	Franklin County Emergency Mgmt. Agency	2/14/02	Aug-03	LTC/SWB-T-Inactive-PSAP rescheduled request
NO	Jasper County Emergency Services	4/11/01	Aug-03	AWS:Normal Deployment
NO	Saint Louis County	4/6/01	Jul-03	AWS:Normal Deployment
NO	Warren County	7/26/01	Aug-03	AWS:Normal Deployment
NC	Charlotte- Mecklenburg	4/19/02	Aug-03	AWS:Normal Deployment
NC	Davidson County	8/5/02	Aug-03	AWS:Normal Deployment
NC	Guilford County Department of Emergency Services	4/11/02	Aug-03	AWS:Normal Deployment
NC	High Point, City of	5/13/02	Aug-03	AWS:Normal Deployment
NC	Raleigh-Wake County Emergency Communications	12/11/01	Aug-03	AWS:Normal Deployment
NC	Randolph County Emergency Services	2/21/02	Aug-03	AWS:Normal Deployment
NC	Rowan County Dept of Telecommunications	8/23/01	Aug-03	AWS:Normal Deployment
N5	Winston-Salem, City of PD	6/17/02	Aug-03	AWS:Normal Deployment
NJ	Essex County	3/14/01	Jun-03	AWS:Normal Deployment
NJ	Office of Information Technology, State of New Jersey	3/14/01	Jun-03	AWS:Normal Deployment
NV	Henderson Police Dept.	4/18/01	Jun-03	LTC/Sprint-Inactive-PSAP rescheduled request

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2/3/2003

AT&T Wireless Services  
E911 Phase II Requests - GSM Markets

State	Requesting Entity	Request Received	Projected Deployment Date	Status
NY	Genesee County Sheriff's Office	4/17/01	Aug-03	AWS:Normal Deployment
NY	Rochester, City of	1/27/2003	Jul-03	AWS:Normal Deployment
NY	Suffolk County Police Department	4/10/01	May-02	AWS:Normal Deployment
OR	Central Lane Communications Center	4/17/01		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Clackamas County Communications (CCOM)	4/17/01		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Forest Grove	4/1/02		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Gladstone	4/1/02		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Jefferson	4/1/02		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Lake Oswego	4/1/02		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Milwaukee	4/1/02		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	North Marion County Communications (NORCOM)	4/17/01		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Portland Bureau of Emergency Communications (BOEC)	4/17/01		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Santiam Canyon	4/1/02		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Silver Falls	4/1/02		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Washington County Consolidated Communications	4/17/01		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
OR	Willamette Valley	4/1/02		LEC/Qwest-AWS:-Inactive-PSAP rescinded request
PA	Delaware County Emergency Services	5/17/01	Aug-03	AWS:Normal Deployment
PA	York County 9-1-1 Communications	5/2/01	Mar-03	AWS:Normal Deployment
RI	Rhode Isl.	6/9/01	Aug-03	AWS:Normal Deployment
TX	Bexar Metro 9-1-1 Network District	4/25/01	Aug-03	AWS:Normal Deployment
TX	City of Plano	1/25/02	Aug-03	AWS:Normal Deployment
TX	CSEC / Greater Harris County	12/6/00	Aug-03	AWS:Normal Deployment
TX	Dallas, City of	1/17/01	Aug-03	AWS:Normal Deployment
TX	DENCO	1/11/01	Aug-03	AWS:Normal Deployment
TX	Galveston	10/5/01	Aug-03	AWS:Normal Deployment
TX	Tarrant County 911 District	4/25/01	Jun-03	AWS:Normal Deployment
UT	Salt Lake (VECC) Valley Emergency Comm. Center	4/12/01	Aug-03	LEC/Qwest-Inactive-PSAP rescinded request
VA	Alexandria	7/27/01	Jun-03	AWS:Normal Deployment
VA	Arlington	7/27/01	May-03	AWS:Normal Deployment
VA	Fairfax	7/27/01	Jun-03	AWS:Normal Deployment
VA	Loudoun	7/27/01	Jun-03	AWS:Normal Deployment
VA	Prince Wm	7/27/01	May-03	AWS:Normal Deployment
VA	Stafford County	4/1/02	May-03	AWS:Normal Deployment
WA	Clallam County Sheriff's Department	7/26/01	Aug-03	AWS:Normal Deployment
WA	Jefferson County Sheriff's Department	11/5/01		LEC/Qwest-Inactive-PSAP rescinded request

AT&T Wireless Services  
E911 Phase II Requests - GSM Markets

		Request	Projected Deployment	
--	Multi County E-911 Program	11/16/01	Aug-03	AWS:Normal Deployment
WA	Lewis County Dept of Public Works	10/26/01		LEC/Quest-Inactive-PSAP rescheduled request
WA	Multi Agency Comm Ctr - Grant County	3/30/02		LEC/Quest-Inactive-PSAP rescheduled request
WV	Lincoln County E-911 Communications	4/1/02	Aug-03	AWS:Normal Deployment



# AT&T Wireless Services

## E911 Phase II - WLS Installations

State	PSAP	WLS Installed
CA	Altadena	16
CA	Antelope Valley	9
CA	Arcadia	6
CA	Baldwin Park CHP	32
CA	Baldwin Park PD	6
CA	Beverly Hills	25
CA	Burbank	23
CA	Central LA	27
CA	Downey	15
CA	East LA	1
CA	El Monte	6
CA	Glendale	4
CA	LAPD	88
CA	Long Beach	34
CA	Montebello	9
CA	Newhall	10
CA	Redondo Beach	5
CA	San Gabriel	1
CA	Santa Fe Springs	13
CA	South LA	10
CA	Torrance	23
CA	Vernon	10
CA	West LA	74
CA	West Valley	23
FL	ft Myers	71
FL	Miami-Dade County	130
IL	Barrington Hills	9
IL	Cook County	176
IL	Deerfield	10
IL	Lake County	10
IL	Mundelein	6
IL	Rosemont	6
IL	Skokie	19
IL	Vernon Hills	6
NY	Essex County	16
PA	York County	BE
TN	Davidson County	78
TN	Nashville	43
WA	Clallam County	5
WA	King County	194
TOTAL		1343



-----Original Message-----

From:

Sent:

To:

Subject: FW: IMPORTANT: AT&T WIRELESS E911 OBLIGATIONS -- PLEASE READ AND SAVE

Pursuant to the obligations of the GSM consent decree recently entered between AT&T Wireless and the FCC, AT&T Wireless is required to provide a written advisor), on the E911 rules, the requirements of this consent decree, and sections 1.17 and 1.65 of the FCC's rules to

- 1) each officer of AT&T Wireless
- 2) each employee in AT&T Wireless's External Affairs Group, and
- 3) all employees, contractors, consultants, and any other persons or entities associated with AT&T Wireless who have or will have E911-related responsibilities for or on behalf of AT&T Wireless.

As the AT&T Wireless E911 Compliance Officer, I am sending this email to you **as** a member of one of the groups described above.

Attached to this email you will find a copy **of** the GSM consent decree, sections 1.17 and **1.65** of the **FCC's** rules, and an attachment which describes the rules that AT&T Wireless must follow in deploying E911 service over its networks. Should you have any questions or concerns, please feel free to send an email or call me at the number below.

Please be advised that (1) non-compliance with the FCC's E911 rules, this consent decree, or sections 1.17 or 1.65 **of** the **FCC's** rules in connection with AT&T Wireless's E911 deployment, or (2) the failure to report information about non-compliance or possible non-compliance to the Compliance Officer within ten (10) business days after receiving such information, will result, in every case, in disciplinary action, which may include dismissal.

AT&T Wireless is also obligated to provide a copy of all of the information contained in this email **as** follows:

1/30/2003

Not later than twenty (20) days after a person begins performance of his or her duties as an officer of AT&T Wireless, AT&T Wireless External Affairs employee, or other covered employee [i.e., category #3 above], AT&T Wireless shall provide that person with a copy of the advisory and accompanying admonition.

Accordingly, as new E911 team members are assigned to the project, or as there are other changes in the groups specified above, I and my paralegal, Chrisrine Salerno, will need to be notified as soon as possible so that the new personnel can receive this information, Christine can be reached by email at [christine.salemo@attws.com](mailto:christine.salemo@attws.com).

Finally, I would ask each of you for your assistance in forwarding this email and its attachments to any members of your teams that are working as part of our overall E911 deployment efforts and did not receive it by this distribution. When you forward the email to your teammates, please cc Christine so that she can track all of the recipients.

Thank you in advance for your cooperation and assistance.

Peter White  
Senior Corporate Counsel  
AT&T Wireless Services, Inc.  
15 East Midland Avenue  
Paramus, NJ 07652  
wireless: 917-941-3713  
fax: 201-576-7881

1/30/2003

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In the Matter of

AT&T Wireless Services, Inc.

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File No. EB-02-TS-018  
NAL/Acct. No. 200232100002  
FRN 0003-7665-32

**ORDER**

**Adopted:** October 8, 2002

**Released:** October 9, 2002

By the Commission:

1. In this Order, we adopt a Consent Decree terminating the above-captioned proceeding<sup>1</sup> regarding possible violations by AT&T Wireless Services, Inc. ("AT&T Wireless") of the enhanced 911 ("E911") Phase II provisions of Section 20.18<sup>2</sup> of the Commission's Rules ("Rules"),<sup>3</sup> Sections 1.17 and 1.65 of the Rules,<sup>4</sup> and the supplemental filing requirement set forth in the Commission order granting AT&T Wireless a waiver of the E911 Phase II rules for its Global System for Mobile Communications/General Packet Radio Service network.<sup>5</sup>

2. The Commission and AT&T Wireless have negotiated the terms of a Consent Decree that would resolve this matter and terminate the above-captioned proceeding. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. Based on the record before us, we conclude that no substantial or material questions of fact exist as to whether AT&T Wireless possesses the basic qualifications, including those related to character, to hold or obtain any FCC license or authorization.

4. After reviewing the terms of the Consent Decree, we find that the public interest would be served by approving the Consent Decree and terminating the above-captioned proceeding.

5. Accordingly, **IT IS ORDERED**, pursuant to Sections 4(i), 4(j) and 503(b) of the Communications Act of 1934, as amended,<sup>6</sup> that the attached Consent Decree **IS ADOPTED**.

6. AT&T Wireless shall make its voluntary contribution to the United States Treasury by mailing a check or similar instrument, payable to the order of the Federal Communications Commission, to the Federal Communications Commission, Forfeiture Collection Section, Finance Branch, P.O. Box

<sup>1</sup> *AT&T Wireless Services, Inc.*, Notice of Apparent Liability for Forfeiture, 17 FCC Rcd 9903 (2002) ("NAL")

<sup>2</sup> 47 C.F.R. § 20.18.

<sup>3</sup> 47 C.F.R. §§ 1.17 and 1.65

<sup>4</sup> *Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, (Request for Waiver by AT&T Wireless Services, Inc.)*, CC Docket No. 94-102, 16 FCC Rcd 18253 (2001).

<sup>5</sup> 47 U.S.C. §§ 154(i), 154(j) and 503(b).

73482, Chicago, Illinois 60673-7482. The payment should reference NAL/Acct. No. 200232100002 and FRN 0003-7665-32.

7. **IT IS FURTHER ORDERED** that the May 20, 2002 Notice of Apparent Liability for Forfeiture issued to AT&T Wireless Services, Inc. **IS CANCELLED** and the above-captioned proceeding **IS TERMINATED**

8. **IT IS FURTHER ORDERED** that the Secretary **SHALL SIGN** the Consent Decree on behalf of the Commission

**FEDERAL COMMUNICATIONS COMMISSION**

**Marlene H. Dorch**  
**Secretary**

### CONSENT DECREE

The Federal Communications Commission ("FCC") and AT&T Wireless Services, Inc. ("AT&T Wireless") hereby enter into a Consent Decree resolving possible violations by AT&T Wireless of the E911 Phase II provisions of Section 20.18 of the Commission's Rules, 47 C.F.R. § 20.18, Sections 1.17 and 1.65 of the Commission's Rules, 47 C.F.R. §§ 1.17 and 1.65, and the supplemental filing requirement set forth in the Commission order granting AT&T Wireless a waiver of the E911 Phase II provisions for its Global System for Mobile Communications/General Packet Radio Service ("GSM") network.

### Statement of Facts

1. On October 2, 2001, the Commission adopted an order approving AT&T Wireless's plan to deploy a hybrid network and handset-based technology called Enhanced Observed Time Difference of Arrival ("E-OTD") across its planned Global System for Mobile Communications/General Packet Radio Service network and granting AT&T Wireless a temporary, conditional waiver of the accuracy requirements for handset-based location technologies to permit implementation of this plan.<sup>6</sup> The Commission granted AT&T Wireless's waiver request subject to the following four specific conditions: (1) that, effective October 1, 2001, all E-OTD-capable handsets provide ALI with an accuracy of 100 meters/67 percent of calls and 300 meters/95 percent of calls; (2) that all E-OTD-capable handsets sold and activated on or after October 1, 2003 comply with an accuracy of 50 meters/67 percent of calls and 150 meters/95 percent of calls; (3) that AT&T Wireless file Quarterly Reports on its progress and compliance with the terms and conditions of its implementation plan and the E911 rules beginning February 1, 2002 and continuing through November 1, 2003; and (4) that, in the event that its E-OTD solution fails to comply with the accuracy requirements by October 1, 2003, AT&T Wireless propose a solution that does comply with those requirements and the other applicable Phase II rules. The Commission also directed AT&T Wireless to make a supplemental filing notifying the Commission to the extent that unexpected problems affecting its ability to perform arise in the period between Quarterly Reports.

2. On May 20, 2002, the Commission released a Notice of Apparent Liability for Forfeiture ("NAL") following an investigation into whether AT&T Wireless violated the E911 Phase II rules with respect to its GSM network and whether AT&T Wireless made inaccurate statements in its request for a waiver of the E911 Phase II rules for its GSM network.<sup>7</sup> The NAL found AT&T Wireless apparently liable for a \$2.2 million forfeiture for: (1) apparently failing to begin selling and activating location-capable handsets by October 1, 2001, in willful and repeated violation of Section 20.18(g)(1)(i) of the Commission's Rules; (2) apparently failing to implement any network or infrastructure upgrades necessary to provide E911 Phase II service and begin providing service within six months of a valid request by a Public Safety Answering Point or by October 1, 2001, whichever is later, in willful and repeated violation of Section 20.18(g)(2) of the Commission's Rules; (3) apparently failing to notify the Commission within 30 days that information contained in its E911 waiver request was no longer substantially accurate or complete in all respects, in willful and repeated violation of Section 1.65 of the

<sup>6</sup> *Revision of the Commission's Ruler to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, (Request for Waiver by AT&T Wireless Services, Inc.)*, CC Docket No. 94-102, 16 FCC Rcd 18253 (2001) ("GSM Waiver Order").

<sup>7</sup> *AT&T Wireless Services, Inc.*, 17 FCC Rcd 9903 (2002).

Commission's Rules; and (4) apparently failing to make a supplementary filing notifying the Commission that it was not going to comply with the deployment schedule requirements set forth in the E911 rules in willful and repeated violation of the *GSM Waiver Order*. The NAL also noted that the Enforcement Bureau was continuing to investigate this matter to determine whether AT&T Wireless may have engaged in misrepresentation in violation of Section 1.17 of the Commission's Rules. AT&T Wireless filed a response to the NAL on June 19, 2002.<sup>8</sup>

#### Terms of Settlement

3. For the purposes of this Consent Decree and the attached Compliance Plan, the following definitions shall apply:

- (a) "FCC" or "Commission" means the Federal Communications Commission.
- (b) "Parties" means AT&T Wireless Services, Inc. and the Federal Communications Commission.
- (c) "AT&T Wireless" means AT&T Wireless Services, Inc., its subsidiaries, and any successors or assigns.
- (d) "Adopting Order" means an order of the FCC adopting this Consent Decree.
- (e) "Effective Date" means the date on which the FCC releases the Adopting Order.
- (f) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (g) "Act" means the Communications Act of 1934, as amended, 41 U.S.C. § 151 *et seq.*
- (h) "Valid PSAP Request" means a Public Safety Answering Point ("PSAP") request for Phase I or Phase II service as defined in the Commission's rules governing E911 and any orders of the Commission interpreting such rules.
- (i) "Deploy" means installation at the cell site of all hardware and base release software necessary to provide Phase II service.

4. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the FCC by incorporation of such provisions by reference in an Adopting Order.

5. The Parties agree that this Consent Decree shall become effective on the date on which the FCC releases the Adopting Order. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission and any violation of any term of this Consent Decree shall constitute a violation of a Commission order entitling the FCC to exercise any and all rights and to seek any and all remedies authorized by law for the enforcement of a Commission order.

6. AT&T Wireless agrees that the FCC has jurisdiction over the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

7. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between AT&T Wireless and the FCC regarding the possible violations addressed in the NAL of the E911 Phase II rules for its GSM network, Sections 1.17 and 1.65 of the Rules, and the supplemental filing requirement set forth in the *GSM Waiver Order*. In consideration for termination by

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<sup>8</sup> AT&T Wireless Services, Inc. Response to Notice of Apparent Liability, CC Docket 94-102 (filed June 19, 2002).

the Commission of its investigation into whether AT&T Wireless has violated the E911 Phase II rules for its GSM network, Sections 1.17 and 1.65 of the Rules, and the supplemental filing requirement set forth in the *GSM Waiver Order* and for cancellation of the NAL, and in accordance with the terms of this Consent Decree, AT&T Wireless agrees to the terms set forth herein and in the accompanying and incorporated Compliance Plan. To ensure AT&T Wireless's future compliance with the Act and the Commission's rules, AT&T Wireless agrees, effective thirty days after the release of the Order, to implement the specific measures contained in the attached Compliance Plan.

8. In express reliance on the covenants and representations in this Consent Decree, the FCC agrees to terminate its investigation into whether AT&T Wireless has violated the E911 Phase II rules for its GSM network, Sections 1.17 and 1.65 of the Rules, and the supplemental filing requirement set forth in the *GSM Waiver Order* as addressed in the NAL and to cancel the NAL.

9. AT&T Wireless agrees to comply with the E911 Phase II rules modified as follows:

(a) First, AT&T Wireless agrees:

(1) To deploy a Phase II compliant technology at a minimum of 1,000 cell sites on its GSM network by January 31, 2003.<sup>9</sup> In meeting this benchmark, AT&T Wireless must give priority to fulfilling pending PSAP requests first.

(2) To deploy a Phase II compliant technology at a minimum of 2,000 cell sites on its GSM network by March 31, 2003. In meeting this benchmark, AT&T Wireless must give priority to fulfilling pending PSAP requests first.

(3) To deploy a Phase II compliant technology at a minimum of 4,000 cell sites on its GSM network and provide Phase II service at 2,000 of these sites by June 30, 2003. In meeting this benchmark, AT&T Wireless must give priority to fulfilling pending PSAP requests first.

(4) To deploy a Phase II compliant technology at a minimum of 6,000 cell sites on its GSM network by December 31, 2003, if necessary to meet a valid PSAP request pending more than six months as of that date.

(5) To deploy a Phase II compliant technology at a minimum of 8,000 cell sites on its GSM network by June 30, 2004, if necessary to meet a valid PSAP request pending more than six months as of that date.

(6) For any valid PSAP requests for Phase II service on its GSM network received by AT&T Wireless on or before September 30, 2002, AT&T Wireless

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<sup>9</sup> AT&T Wireless currently plans to employ a network-based location technology that has not yet been fully validated on AT&T Wireless's network, but which AT&T Wireless currently expects will meet the Phase II accuracy requirements and for which AT&T Wireless expects full validation in seven months. AT&T Wireless must report to the Commission the results of its validation tests within 30 days of completion pursuant to the reporting requirement of paragraph 11(d). To the extent this network-based location technology does not comply with the Commission's Phase II accuracy requirements, AT&T must request approval from the Commission to employ an alternative location technology that does comply with those requirements. See *infra* paragraph 11(d).

must provide its Phase II compliant solution to 100% of those PSAPs' coverage areas or population by November 30, 2003.

(7) For valid PSAP requests received after September 30, 2002, but on or before April 30, 2003, AT&T Wireless must provide its Phase II compliant solution to 50% of those PSAPs' coverage areas or population by November 30, 2003, and to 100% of those PSAPs' coverage areas or population by June 30, 2004.

(8) For valid PSAP requests received after April 30, 2003, AT&T Wireless must provide its Phase II compliant service to 50% of those PSAPs' coverage areas or population within six months of receipt of such request and to 100% of those PSAPs' coverage areas or population within 15 months of receipt of a PSAP request.

(b) Second, AT&T Wireless agrees that its classification of a PSAP request as invalid will not insulate it from enforcement action if the Commission determines that the request was valid.

(c) Third, AT&T Wireless states that it is relying on vendor representations in agreeing to the deployment schedule set forth herein and for its belief that a network-based solution will satisfy the Commission's accuracy requirements."

(d) Fourth, in any market where AT&T Wireless has received a valid PSAP request and has not yet deployed its network-based solution, when 100 percent of new digital GSM handsets being activated by AT&T Wireless are location capable, AT&T Wireless may satisfy that request using a Phase II compliant handset-based technology to provide Phase II E911 service instead of its network-based technology.

(e) Fifth, AT&T Wireless agrees that in the event it fails to comply with any of the benchmarks set forth in paragraph 9(a)(1) through (5), it will make a voluntary contribution to the United States Treasury in the amount of \$450,000 for the first missed benchmark, \$900,000 for the second missed benchmark and \$1,800,000 for the third missed benchmark and any subsequently missed benchmarks. Any such voluntary contribution will be made within thirty (30) days of the missed benchmark or within five business days of a Commission decision denying a request to modify the benchmark date, whichever is later, by mailing a check or similar instrument, payable to the order of the

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<sup>10</sup> As required by Section 20.13(h)(1) of the Commission's Rules AT&T Wireless's network-based technology for delivering E911 Phase II location information must meet the following standard for location accuracy: 100 meters for 67 percent of calls, 300 meters for 95 percent of calls. If AT&T Wireless is required to use the E-OTD technology in the alternative, *see supra* n. 9, that technology will meet the following standards for location accuracy: initially, 100 meters for 67 percent of calls, 300 meters for 95 percent of calls; after October 1, 2003, 50 meters for 67 percent of calls, 150 meters for 95 percent of calls. Regardless of the technology used, AT&T Wireless will derive its network-wide location accuracy measurements by selecting the 67 percent and 95 percent accuracy numbers from test data weighted in accordance with OET Bulletin No. 71, Guidelines for Testing and Verifying the Accuracy of Wireless E911 Location Systems, Apr. 12, 2000. AT&T Wireless's location accuracy testing should be consistent with the guidelines in OET Bulletin No. 71, which states that accuracy testing may be based on the coverage areas of local PSAPs that request Phase II deployment or the wireless carrier's entire advertised coverage area within a metropolitan area.

Federal Communications Commission, to the Federal Communications Commission, Forfeiture Collection Section, Finance Branch, P.O. **Box 73482**, Chicago, Illinois **60673-7482**. The payment should reference NAL/Acct. No. 200232100002, as well as AT&T Wireless's FCC Registration Number ("FRN") **0003-7665-32**.

(f) Sixth, AT&T Wireless must file Quarterly Reports, on its progress and compliance with the terms and conditions of the Consent Decree and the wireless E911 rules, as set forth in paragraphs 10-12, *infra*.<sup>11</sup>

(g) Seventh, with its November 1, 2002 Quarterly Report, AT&T Wireless must submit a Phase II rollout plan describing how it will prioritize PSAP requests and deploy Phase II service in its **GSM** network.

10. To assist in monitoring and enforcing each of the conditions imposed on AT&T Wireless, AT&T Wireless must file Quarterly Reports with the Chief of the Enforcement Bureau and the Chief of the Wireless Telecommunications Bureau regarding its GSM network."

11. Specifically, the Quarterly Reports must include the following information:

(a) The Report must include information on all pending Phase I and Phase II requests in AT&T Wireless's GSM network, including the name of the PSAP, the date the request was received by the carrier, whether or not AT&T Wireless considers it valid, and its status. To the extent any PSAP request for Phase II service in AT&T Wireless's GSM network received after April **30, 2003** has been pending for more than six months, AT&T Wireless must identify the specific reasons underlying the failure to provide the requested service, the steps AT&T Wireless has taken to resolve the problems, and the anticipated date of full completion of the work necessary to deliver the requested information to the PSAP in question. If AT&T Wireless believes there are questions concerning a PSAP's compliance with the conditions necessary for a valid Phase I or II request, such as its readiness to receive and utilize Phase I or Phase II information, it should identify specifically the question and the efforts it has undertaken, including the communications it has had with the **PSAP**, to resolve the question. AT&T Wireless agrees to serve this report on the Association of Public-Safety Communications Officials-International, Inc., the National Emergency Number Association, and the National Association of State Nine One One Administrators." In addition, the Commission will post this information on its website.<sup>14</sup> The Parties agree that the Wireless Telecommunications Bureau may require any additional steps necessary to ensure PSAP access to this information.

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<sup>11</sup> These requirements are in lieu of the Quarterly Report requirements set forth in the October 12, **2001 GSM Waiver Order**, but are in addition to the Quarterly Report requirements set forth in the June 18, 2002 **TDMA Consent Decree**. AT&T Wireless may, however, combine the information required with respect to its **GSM** network and its **TDMA/AMPS** network; into a single Quarterly Report.

<sup>12</sup> Each of the conditions imposed on AT&T Wireless as described in this Consent Decree pertains only to AT&T Wireless's **GSM** network.

<sup>13</sup> AT&T Wireless **should** serve the Executive Director of each organization **as well as its counsel**, to the extent such counsel has been identified in the record in response to AT&T Wireless's request for relief,

<sup>14</sup> See <[www.fcc.gov/e911](http://www.fcc.gov/e911)>.

(b) Each Quarterly Report also must contain statements regarding whether AT&T Wireless has met each deployment benchmark falling due in the period immediately preceding the Quarterly Report, and, if not, the reasons for its failure to comply. Each Quarterly Report must contain:

(1) a statement of whether AT&T Wireless has commenced offering service on its GSM network and, if so, on what date it began offering its CSM service;

(2) a statement of whether AT&T Wireless's network-based technology for delivering E911 Phase II location information meets the Commission's network-based accuracy requirements of 100 meters for 67 percent of calls and 300 meters for 95 percent of calls;

(3) for the January 31, 2003 benchmark, a statement of whether AT&T Wireless has deployed a Phase II compliant technology at 1,000 cell sites, giving priority to fulfilling pending PSAP requests, and identifying the 1,000 cell sites;

(4) for the March 31, 2003 benchmark, a statement of whether AT&T Wireless has deployed a Phase II compliant technology at 2,000 cell sites, giving priority to fulfilling pending PSAP requests, and identifying the 2,000 cell sites;

(5) for the June 30, 2003 benchmarks, a statement of (i) whether AT&T Wireless has deployed a Phase II compliant technology at 4,000 cell sites, giving priority to fulfilling pending PSAP requests, and identifying the 4,000 cell sites, and (ii) whether AT&T Wireless is providing Phase II service at 2,000 of these sites, and identifying the 2,000 cell sites;

(6) for the December 31, 2003 benchmark, a statement of whether AT&T Wireless has deployed a compliant Phase II technology at 6,000 cell sites;

(7) for the June 30, 2004 benchmark in paragraph 9(a)(5), a statement of whether AT&T Wireless has deployed a compliant Phase II technology at 8,000 cell sites;

(8) for the June 30, 2004 benchmark in paragraph 9(a)(7), a statement of whether, for any valid PSAP requests for Phase II service on its GSM network received by AT&T Wireless after September 30, 2002, but on or before April 30, 2003, AT&T Wireless has provided its Phase II compliant solution to 100% of those PSAPs' coverage areas or population; and

(9) for any valid PSAP request received after April 30, 2003, a statement of whether AT&T Wireless has provided its Phase II compliant service to 50% of those PSAPs' coverage areas or population within six months of receipt of the request and to 100% of those PSAPs' coverage areas or population within 15 months of receipt of the request.

(c) **AT&T Wireless must** support each Quarterly Report with an affidavit, from an officer or director of **AT&T Wireless**, attesting to the truth and accuracy of the report.”

(d) In addition to the requirements of paragraph 11(b), **AT&T Wireless** must notify the Commission of the results of its validation tests of its network-based location technology within 30 days of completion. Further, to the extent **AT&T Wireless** anticipates that it will fail to satisfy any one of the conditions herein, it also must advise the Commission of the problem within 30 days. Seeking relief from that condition will not, in and of itself, insulate **AT&T Wireless** from possible enforcement in cases where **AT&T Wireless** has violated a condition of this Consent Decree. **AT&T Wireless** agrees that the Commission will not entertain requests for additional relief that seek changes in the conditions of this Consent Decree absent extraordinary circumstances.

(e) **AT&T Wireless** must also file a supplemental report on December 15, 2003 containing, for the November 30, 2003 benchmark, statements of whether: (i) for any valid **PSAP** requests for Phase II service on its **GSM** network received by **AT&T Wireless** on or before September 30, 2002, **AT&T Wireless** has provided its Phase II compliant solution to 100% of those **PSAPs'** coverage areas or population; and (ii) for any valid **PSAP** requests for Phase II service on its **GSM** network received by **AT&T Wireless** after September 30, 2002, but on or before April 30, 2003, **AT&T Wireless** has provided its Phase II compliant solution to 50% of those **PSAPs'** coverage areas or population.

(f) To the extent **AT&T Wireless** cannot provide the information required under this paragraph in its next Quarterly Report following the respective benchmark, it must file with the Chief, Enforcement Bureau, a request for extension of time to file the required information. Such request must be filed as early as possible before the Quarterly Report filing date, but generally no later than 10 business days prior to the Quarterly Report filing date. The request must specify the reasons for the request.

(g) **AT&T Wireless's** Quarterly Reports are due February 1, May 1, August 1, and November 1 of each year, beginning November 1, 2002 and continuing through February 1, 2006. To the extent that **AT&T Wireless** cannot provide any of the information required in its final report, it must file with the Chief, Enforcement Bureau, a request for extension of time to file the required information in accordance with the procedures set forth above.

12. The Parties agree that the Chiefs of the Wireless Telecommunications Bureau and the Enforcement Bureau may require **AT&T Wireless** to provide additional information in its Quarterly Reports, in order to evaluate **AT&T Wireless'** compliance with the terms and conditions of the Consent Decree, and its progress in deploying Phase I and Phase II E911 services.

13. To the extent unexpected problems arise affecting **AT&T Wireless's** ability to perform any of the requirements set forth in paragraph 9(a) in the period between reports, **AT&T Wireless** agrees to notify the Commission through a supplementary filing to be filed within 30 days of **AT&T Wireless's** discovery of the problem. This supplemental filing must include specific details regarding the problems **AT&T Wireless** has encountered affecting its ability to comply with the benchmark requirements.

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<sup>15</sup> See 47 CFR §1.16.

14. As of the effective date hereof, this Consent Decree shall supersede the *GSM Waiver Order* and the requirements contained therein and such Order and requirements shall be of no force or effect.

15. The Parties agree that the terms of the accompanying Compliance Plan are incorporated into this Consent Decree.

16. AT&T Wireless agrees that it is required to comply with each individual condition of this Consent Decree, including the reporting requirements set forth above and the terms of the accompanying Compliance Plan. Each specific condition and Quarterly Report is a separate condition of the Consent Decree as approved. In addition, AT&T Wireless remains subject to all other requirements of the Commission's wireless E911 rules apart from those specifically modified in this Consent Decree, and ultimately responsible for providing timely, compliant Phase II service. To the extent that AT&T Wireless fails to satisfy any condition or Commission rule, in the absence of Commission alteration of the condition or rule, it will be deemed noncompliant and referred to the Commission's Enforcement Bureau for possible action, including but not limited to revocation of the relief, a requirement to deploy an alternative ALI technology, letters of admonishment or forfeitures. At that time an assertion that a vendor, manufacturer or other entity was unable to supply compliant products will not excuse noncompliance. However, AT&T Wireless's "concrete and timely" actions taken with a vendor, manufacturer or other entity may be considered as possible mitigation factors in such an enforcement context. To the extent that the Commission, in response to petitions for reconsideration pending in Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, *Request for Waiver by Nextel Communications, Inc.*, 16 FCC Rcd 18277 (2001), Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, *Request for Waiver by Cingular Wireless LLC*, 16 FCC Rcd 18305 (2001), or Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, *Request for Waiver by Verizon Wireless*, 16 FCC Rcd 18364 (2001), or in connection with any court order on review of those proceedings, imposes a standard regarding compliance and enforcement action that is different than set forth in this Consent Decree, that subsequent standard shall apply.

17. AT&T Wireless agrees to make a voluntary contribution to the United States Treasury in the amount of Two Million Dollars (\$2,000,000) within thirty (30) days after the Effective Date. AT&T Wireless will make this contribution without further protest or recourse by mailing a check or similar instrument, payable to the order of the Federal Communications Commission, to the Federal Communications Commission, Forfeiture Collection Section, Finance Branch, P.O. Box 73482, Chicago, Illinois 60673-7482. The payment should reference NAL/Acct. No. 200232100002 and FRN 0003-7665-32.

18. The FCC agrees that it will not institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against AT&T Wireless for the possible violations addressed in the NAL of the E911 Phase II rules for its GSM network, Sections 1.17 and 1.65 of the Rules, and the supplemental filing requirement set forth in the *GSM Waiver Order*. The FCC also agrees that, in the absence of material new evidence related to this matter, it will not use the facts developed in this proceeding through the effective date of this Consent Decree or the existence of this Consent Decree to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against AT&T Wireless with respect to its basic qualifications, including the character qualifications, to be a Commission licensee. Nothing in this Consent Decree shall prevent the FCC from instituting new investigations or enforcement proceedings against AT&T Wireless pursuant to Sections 4(i), 403 and 503

of the Act, 47 U.S.C. §§ 4(i), 403 and 503, in the event of any alleged future misconduct, for violation of this Consent Decree, or for violation of the ~~§ 1~~ Phase 11 rules consistent with the provisions of this Consent Decree.

19. Nothing in this Consent Decree shall prevent the FCC from adjudicating complaints filed pursuant to Section 208 of the Act, 47 U.S.C. § 208, against AT&T Wireless or its subsidiaries for alleged violations of Section 20.18 of the Rules as modified by this Consent Decree, or for any other type of alleged misconduct, regardless of when such misconduct took place. If any such complaint is made, the FCC's adjudication of that complaint will be based solely on the record developed in that proceeding.

20. AT&T Wireless waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Adopting Order adopts the Consent Decree without change, addition or modification.

21. If either Party (or the United States on behalf of the FCC) brings a judicial action to enforce the terms of the Adopting Order, neither AT&T Wireless nor the FCC shall contest the validity of the Consent Decree or Adopting Order, and AT&T Wireless and the FCC shall waive any statutory right to a trial *de novo* with respect to any matter upon which the Adopting Order is based and shall consent to a judgment incorporating the terms of this Consent Decree.

22. AT&T Wireless agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

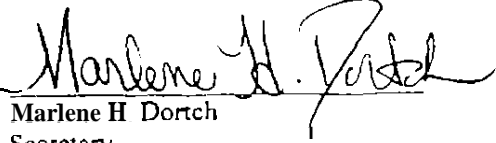
23. In the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, this Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

24. The Parties agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act and the Rules, including Sections 1.17, 1.65 and 20.18 of the Rules, and the supplemental filing requirement set forth in the *GSM Waiver Order*. The Parties agree that this Consent Decree is for settlement purposes only and that by agreeing to this Consent Decree, AT&T Wireless does not admit or deny any liability for violating Commission rules in connection with the matters that are the subject of this Consent Decree.

25. The Parties agree that any provision of the Consent Decree that would require AT&T Wireless to act in violation of a future rule or order adopted by the Commission will be superseded by such Commission rule or order. In this regard, the Parties agree that any Commission rule or order that is more stringent than any provision of the Consent Decree supersedes such provision of the Consent Decree.

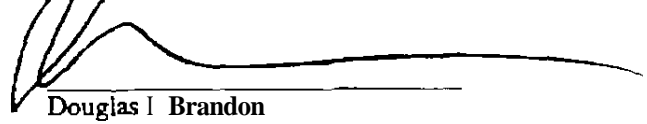
26. This Consent Decree may be signed in counterparts.

For the Federal Communications Commission

  
Marlene H. Dortch  
Secretary

October 9, 2002  
Date

For AT&T Wireless Services, Inc.



Douglas I. Brandon  
Vice President - External Affairs & Law

10/11/02  
Date

## COMPLIANCE PLAN

1. **Compliance Officer.** Within **30** days of the Effective Date, AT&T Wireless will appoint **an** E911 Compliance Officer ("Compliance Officer"), who will administer the compliance program described below. The Compliance Officer also will supervise AT&T Wireless's compliance with the FCC's E911 rules and the requirements of this consent decree, including the need to keep the FCC apprised in a timely manner of developments affecting compliance with all E911 rules and requirements.
2. **Written Advisory.** Within **60** days of the Effective Date, the Compliance Officer will send a written advisory on the E911 rules, the requirements of this consent decree, and sections 1.17 and 1.65 of the FCC's rules to (1) each officer of AT&T Wireless, (2) each employee in AT&T Wireless's External Affairs Group, and (3) all employees, contractors, consultants, and any other persons or entities associated with AT&T Wireless who have or will have E911-related responsibilities for or on behalf of AT&T Wireless. The written advisory shall be substantially in the **form** of Attachment **A** hereto.
3. **Non-Compliance Admonition.** Distributed with the advisory shall be a written admonition that (1) non-compliance with the FCC's E911 rules, this consent decree, or section 1.17 or 1.65 of the FCC's rules in connection with AT&T Wireless's E911 deployment, or (2) the failure to report information about non-compliance or possible non-compliance to the Compliance Officer within ten (10) business days after receiving such information, will result, in every case, in disciplinary action, which may include dismissal. Not later than **twenty** (20) d a y after a person begins performance of his or her duties as an officer of AT&T Wireless, AT&T Wireless External Affairs employee, or other covered employee, AT&T Wireless shall provide that person with a copy **of** the advisory and accompanying admonition.
4. **Semi-Annual Meetings.** The Compliance Officer will meet not less than twice a year with all AT&T Wireless personnel materially involved in E911 compliance to review and explain the FCC's E911 rules, the FCC's rules regarding truthful statements and the obligation to maintain the accuracy and completeness of any pending FCC application, and the requirements of this consent decree. AT&T Wireless will maintain written certification from each covered employee certifying that he or she has attended the **meeting(s)**, received the advisory and accompanying admonition, and understands AT&T Wireless's obligations **to** comply with such rules and requirements.
5. **Quarterly Report Verification.** AT&T Wireless will institute a requirement that any employee who signs and submits a **quarterly** report or other required filing regarding E911 compliance **on** behalf of AT&T Wireless confer with the Compliance Officer to discuss compliance with the **FCC's** E911 rules, the requirements **of** this consent decree, and sections 1.17 and 1.65 of the FCC's rules before signing and submitting such report or other filing.
6. **List of Employees Verifying Information in Quarterly Reports.** AT&T Wireless will maintain a **list** of those employees who, after the effective date of this consent decree, verify the factual assertions contained in a quarterly report or other required filing regarding E911 compliance. The list will specify which reports or other filings, or portions of reports or filings, the employee verified.
7. **Quarterly Report Statement.** AT&T Wireless will require that any **quarterly** report or other required filing regarding E911 compliance signed by an employee include a statement that the employee has attended the **semi-annual** compliance **meeting(s)**, received the advisory and accompanying

admonition, and **understands** AT&T Wireless's obligations **to** comply with all E911 rules, the requirements of this consent decree, and sections 1.17 and **1.65 of** the FCC's rules.

**8. Compliance Tracking.** AT&T Wireless will assign a manager **in** its External Affairs Group the responsibility of tracking compliance with the requirements above, including the maintenance **of** records documenting such compliance.

**9. Disciplinary Action.** if, after an internal investigation and based upon a preponderance of the evidence, AT&T Wireless concludes that **one** of its employees **has** intentionally made any misrepresentation, or engaged in any willful material omission in any submission to the FCC, either orally or in writing. AT&T Wireless will take appropriate disciplinary action, up to and including dismissal.

**ATTACHMENT A****FCC E911 RULES****IMPORTANT NOTICE**

**Non-compliance** with the **FCC's E911 rules**, the GSM Consent Decree, or section **1.17** or **1.65** of the FCC's rules, or the failure to report information about non-compliance or possible non-compliance to the Compliance Officer **within ten (10)** business days after receiving **such** information, will result, in **every case**, in **disciplinary** action, which **may** include dismissal.

- **FCC Phase II E911 Rules.** Under Phase II of the FCC's wireless E911 rules, wireless carriers are required to provide to the designated Public Safety Answering Point ("**PSAP**") the location of wireless 911 callers, a capability known as Automatic Location Identification ("**ALI**"), using handset-based or network-based location technologies.

Handset-based location technologies must provide the location of wireless 911 calls with an accuracy of 50 meters for 67 percent of calls and 150 meters for 95 percent of calls. A carrier using a handset-based solution must begin to offer one entry-level model with location capability no later than October 1, 2001, and must ensure that 95 percent of its customers have location-capable handsets no later than December 31, 2005.

Network-based location technologies must provide the location of wireless 911 calls with an accuracy of 100 meters for 67 percent of calls and 300 meters for 95 percent of calls. A carrier using a network-based solution must provide **ALI** to 50 percent of its coverage area, or 50 percent of its population, beginning on October 1, 2001 or within six months of a PSAP request, whichever is later, and to 100 percent of callers within 18 months of that request or by October 1, 2002, whichever is later.

- **GSM Consent Decree Deployment and Service Requirements.** Under the terms of the Consent Decree entered into by AWS and the FCC to resolve possible violations by **AWS** of the **FCC's E911** Phase II rules for its GSM network, AWS must deploy a Phase II compliant technology in accordance with the following schedule:

**A** minimum of 1,000 cell sites on its GSM network by January 31, 2003, giving priority to fulfilling pending **PSAP** requests first.

**A** minimum of 2,000 cell sites on its GSM network by March 31, 2003, giving priority to fulfilling pending **PSAP** requests first.

**A** minimum of 4,000 cell sites, with service to 2,000 of those sites, by June 30, 2003, giving priority to fulfilling pending **PSAP** requests first.

**A** minimum of 6,000 cell sites on its **GSM** network by December 31, 2003, if necessary to meet a valid **PSAP** request pending more than six months as of that date.

A minimum of **8,000** cell sites on its **GSM** network by June 30, 2004, if **necessary** to meet a valid PSAP request pending more than six months **as** of that date.

For any valid PSAP requests for Phase II service *on* its GSM network received by AWS on or before September 30, 2002, AT&T Wireless must provide its Phase II compliant solution to 100% of those PSAPs' coverage areas or population by November 30, 2003.

For valid PSAP requests received after September 30, 2002, but on or before April 30, 2003, AWS must provide its Phase II compliant solution to 50% of those PSAPs' coverage areas or population by November 30, 2003, and to 100% of those PSAPs' coverage areas or population by June 30, 2004.

For valid PSAP requests received after April 30, 2003, AWS must provide its Phase II compliant service to 50% of those PSAPs' coverage areas or population within six months of receipt of such request and to 100% of those PSAPs' coverage areas or population within 15 months of receipt of a PSAP request.

The Consent Decree specifies a number of reporting requirements.

AWS must file Quarterly Reports on its progress and compliance with the terms and conditions of the Consent Decree and the wireless E911 rules. These Quarterly Reports are due February 1, May 1, August 1, and November 1 of each year, beginning November 1, 2002 and continuing through February 1, 2006.

In addition, AWS must file a supplemental report on December 15, 2003 regarding its progress in meeting the November 30, 2003 benchmarks described above.

To the extent AT&T Wireless cannot provide the information required in a Quarterly Report following the respective benchmark, it must file with the Chief, Enforcement Bureau, a request for extension of time to file the required information. Such request must be filed as early as possible before the Quarterly Report filing date, but generally no later than 10 business days prior to the Quarterly Report filing date.

To the extent AWS anticipates that it will fail to satisfy any one of the conditions in the Consent Decree, it must advise the Commission of the problem within 30 days.

To the extent unexpected problems arise affecting AWS' ability to perform any of the deployment or service requirements in the Consent Decree in the period between reports, AT&T Wireless agrees to notify the Commission through a supplementary filing to be filed within 30 days of AWS discovery of the problem. This supplemental filing must include specific details regarding the problems AWS has encountered affecting its ability to comply with the benchmark requirements.

- **Truthful Written Statements to FCC.** Under section 1.17 of the FCC's rules, **AWS** may not make any misrepresentation or willful material omission in any response to any **FCC** correspondence or inquiry or in any application, pleading, **report** or any other written statement submitted to the FCC

- Continuing Accuracy **and** Completeness of **Information** Furnished to FCC. Under section 1.65 of the FCC's rules, **AWS** is responsible for ensuring the continuing accuracy and completeness of information provided to the FCC in a pending application or in Commission proceedings involving a pending application. **If** the information in a pending application **is** no longer substantially accurate and complete in all significant respects, AWS must amend the pending application to provide additional or corrected information **as** promptly as possible and in **any** event within 30 days. **If** there is a substantial change as to any other matter that **may** be significant to the FCC, AWS must submit a statement furnishing additional or corrected information as promptly **as** possible and in any event within 30 days
- **E911** Compliance Officer. **AWS** has appointed [**name, title**] to serve as its **E911** Compliance Officer, who can be reached at [contact information]. The **E911** Compliance Officer supervises AWS' compliance with the FCC's **E911** rules and the GSM Consent Decree, including the need to keep the FCC apprised in a timely manner of developments affecting compliance with all **E911** rules and requirements. Any officer, employee, contractor, consultant or **any** other person or entity associated with AWS who has **E911**-related responsibilities for or on behalf of AWS must notify the **E911** Compliance Officer within ten (10) business days **if** he or she receives any information about non-compliance or possible non-compliance with the FCC's **E911** rules, the GSM Consent Decree, or sections 1.17 or 1.65 of the FCC's rules in connection with AWS' **E911** deployment.

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CODE OF FEDERAL REGULATIONS  
TITLE 47--TELECOMMUNICATION  
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION  
SUBCHAPTER A--GENERAL  
PART 1--PRACTICE AND PROCEDURE  
SUBPART A--GENERAL RULES OF PRACTICE AND PROCEDURE  
GENERAL

Current through November 22, 2002; 67 FR 70523

§ 1.17 Truthful written statements and responses to Commission inquiries and correspondence.

The Commission or its representatives may, in writing, require from any applicant, permittee or licensee written statements of fact relevant to a determination whether *an* application should be granted or denied, or to a determination whether a license should be revoked, or to some other matter within the jurisdiction of the Commission. No applicant, permittee or licensee shall in any response to Commission correspondence or inquiry or in any application, pleading, report *or* any other written statement submitted to the Commission, make any misrepresentation or willful material omission bearing on any matter within the jurisdiction of the Commission.

Note: Section 1.17 is limited in application to written matter. It implies no change in the Commission's existing policies respecting the obligation of applicants, permittees and licensees in all instances to respond truthfully to requests for information deemed necessary to the proper execution of the Commission's functions.

[55 FR 23084, June 6, 1990]

CODE OF FEDERAL REGULATIONS  
TITLE 47--TELECOMMUNICATION  
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION  
SUBCHAPTER A--GENERAL  
PART 1--PRACTICE AND PROCEDURE  
SUBPART A--GENERAL RULES OF PRACTICE AND PROCEDURE  
GENERAL APPLICATION PROCEDURES  
Current through November 22, 2002; 67 FR 70523

§ 1.65 Substantial and significant changes in information furnished by applicants to the Commission.

(a) Each applicant is responsible for the continuing accuracy and completeness of information furnished in a pending application or in Commission proceedings involving a pending application. Whenever the information furnished in the pending application is no longer substantially accurate and complete in all significant respects, the applicant shall as promptly as possible and in any event within 30 days, unless good cause is shown, amend or request the amendment of his application so as to furnish such additional or corrected information as may be appropriate. Whenever there has been a substantial change as to any other matter which may be of decisional significance in a Commission proceeding involving the pending application, the applicant shall as promptly as possible and in any event within 30 days, unless good cause is shown, submit a statement furnishing such additional or corrected information as may be appropriate, which shall be served upon parties of record in accordance with § 1.47. Where the matter is before any court for review, statements and requests to amend shall in addition be served upon the Commission's General Counsel. For the purposes of this section, an application is "pending" before the Commission from the time it is accepted for filing by the Commission until a Commission grant or denial of the application is no longer subject to reconsideration by the Commission or to review by any court.

(h) Applications in ITFS and broadcast services subject to competitive bidding will be subject to the provisions of §§ 1.2105(b), 73.5002 and 73.3522 regarding the modification of their applications.

(c) **All** broadcast permittees and licensees must report **annually** to the Commission any adverse finding or adverse final action taken by any court or administrative body that involves conduct bearing on the permittee's or licensee's character qualifications and that would be reportable in connection with **an** application for renewal as reflected in the renewal **form**. If a report is required by this **paragraph(s)**, it shall be filed on the anniversary of the date that the licensee's renewal application is required to be filed, except that licensees owning multiple stations with different anniversary dates need **file** only one report per year on the anniversary of their choice, provided that their **reports** are not more than one year apart. Permittees and licensees bear the obligation to make diligent, good faith **efforts** to become **knowledgeable** of any such reportable adjudicated

misconduct

Note: The terms "adverse finding" and "adverse final action" as used in paragraph (c) of this section include adjudications made by an ultimate trier of fact, whether a government agency or court, but do not include factual determinations which are subject to review de novo unless the time for taking such review has expired under the relevant procedural rules. The pendency of an appeal of an adverse finding *or* adverse final action does not relieve a permittee or licensee from its obligation to report the finding or action.

[29 FR 15518, Nov. 19, 1964; 48 FR 27200, June 13, 1983; 55 FR 23084, June 6, 1990; 56 FR 25635, June 5, 1991; 56 FR 44009, Sept. 6, 1991; 57 FR 47412, Oct. 16, 1992; 57 FR 49218, Oct. 30, 1992; 63 FR 48622, Sept. 11, 1998]

## COMPLIANCE PLAN

1. **Compliance Officer.** Within 30 days of the Effective Date, AT&T Wireless will appoint an E911 Compliance Officer ("Compliance Officer"), who will administer the compliance program described below. The Compliance Officer also will supervise AT&T Wireless's compliance with the FCC's E911 rules and the requirements of this consent decree, including the need to keep the FCC apprised in a timely manner of developments affecting compliance with all E911 rules and requirements.
2. **Written Advisory.** Within 60 days of the Effective Date, the Compliance Officer will send a written advisory on the E911 rules, the requirements of this consent decree, and sections 1.17 and 1.65 of the FCC's rules to (1) each officer of AT&T Wireless, (2) each employee in AT&T Wireless's External Affairs Group, and (3) all employees, contractors, consultants, and any other persons or entities associated with AT&T Wireless who have or will have E911-related responsibilities for or on behalf of AT&T Wireless. The written advisory shall be substantially in the form of Attachment A hereto.
3. **Non-Compliance Admonition.** Distributed with the advisory shall be a written admonition that (1) non-compliance with the FCC's E911 rules, this consent decree, or section 1.17 or 1.65 of the FCC's rules in connection with AT&T Wireless's E911 deployment, or (2) the failure to report information about non-compliance or possible non-compliance to the Compliance Officer within ten (10) business days after receiving such information, will result, in every case, in disciplinary action, which may include dismissal. Not later than twenty (20) days after a person begins performance of his or her duties as an officer of AT&T Wireless, AT&T Wireless External Affairs employee, or other covered employee, AT&T Wireless shall provide that person with a copy of the advisory and accompanying admonition.
4. **Semi-Annual Meetings.** The Compliance Officer will meet not less than twice a year with all AT&T Wireless personnel materially involved in E911 compliance to review and explain the FCC's E911 rules, the FCC's rules regarding truthful statements and the obligation to maintain the accuracy and completeness of any pending FCC application, and the requirements of this consent decree. AT&T Wireless will maintain written certification from each covered employee certifying that he or she has attended the meeting(s), received the advisory and accompanying admonition, and understands AT&T Wireless's obligations to comply with such rules and requirements.
5. **Quarterly Report Verification.** AT&T Wireless will institute a requirement that any employee who signs and submits a quarterly report or other required filing regarding E911 compliance on behalf of AT&T Wireless confer with the Compliance Officer to discuss compliance with the FCC's E911 rules, the requirements of this consent decree, and sections 1.17 and 1.65 of the FCC's rules before signing and submitting such report or other filing.
6. **List of Employees Verifying Information in Quarterly Reports.** AT&T Wireless will maintain a list of those employees who, after the effective date of this consent decree, verify the factual assertions contained in a quarterly report or other required filing regarding E911 compliance. The list will specify which reports or other filings, or portions of reports or filings, the employee verified.
7. **Quarterly Report Statement.** AT&T Wireless will require that any quarterly report or other required filing regarding E911 compliance signed by an employee include a statement that the employee has attended the semi-annual compliance meeting(s), received the advisory and accompanying

admonition, and understands AT&T Wireless's obligations to comply with all E911 rules, the requirements of this consent decree, and sections 1.17 and 1.65 of the FCC's rules.

8. **Compliance Tracking.** AT&T Wireless will assign a manager in its External Affairs Group the responsibility of tracking compliance with the requirements above, including the maintenance of records documenting such compliance.

9. **Disciplinary Action.** If, after an internal investigation and based upon a preponderance of the evidence, AT&T Wireless concludes that one of its employees has intentionally made any misrepresentation, or engaged in any willful material omission in any submission to the FCC, either orally or in writing, AT&T Wireless will take appropriate disciplinary action, up to and including dismissal.

## ATTACHMENT A

## FCC E911 RULES

## IMPORTANT NOTICE

Non-compliance with the FCC's **E911** rules, the **GSM** Consent Decree, or section 1.17 or 1.65 of the **FCC's** rules, or the **failure to report** information **about** non-compliance or possible non-compliance to the Compliance **Officer** within ten **(10)** business **days** after receiving such **information**, will result, in every case, in disciplinary action, which may include dismissal.

- **FCC Phase II E911 Rules.** Under Phase II of the FCC's wireless E911 rules, wireless carriers are required to provide to the designated Public Safety Answering Point ("PSAP") the location of wireless 911 callers, a capability known as Automatic Location Identification ("ALI"), using handset-based or network-based location technologies.

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A minimum of 6,000 cell sites on its GSM network by December 31, 2003, if necessary to meet a valid PSAP request pending more than six months as of that date.

A minimum of 8,000 cell sites on its CSM network by June 30, 2004, if necessary to meet a valid PSAP request pending more than six months as of that date.

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- **E911 Compliance Officer.** **AWS** has appointed Peter White, AWS Senior Corporate Counsel, to serve as its E911 Compliance Officer, who can be reached by email at [peter.white@attws.com](mailto:peter.white@attws.com) and by telephone at 917-941-3713. The E911 Compliance Officer supervises **AWS'** compliance with the FCC's E911 rules and the GSM Consent Decree, including the need to keep the FCC apprised in a timely manner of developments affecting compliance with all E911 rules and requirements. Any officer, employee, contractor, consultant or any other person or entity associated with **AWS** who has E911-related responsibilities for or on behalf of **AWS** must notify the E911 Compliance Officer within ten (10) business days if he or she receives any information about non-compliance or possible non-compliance with the FCC's E911 rules, the GSM Consent Decree, or sections 1.17 or 1.65 of the FCC's rules in connection with **AWS'** E911 deployment.